

# ACTION FORM BRYAN CITY COUNCIL

<b>DATE OF COUNCIL MEETING:</b> December 9, 2003 <b>DEPARTMENT OF ORIGIN:</b> Executive Services	<b>DATE SUBMITTED:</b> November 20, 2003 <b>SUBMITTED BY:</b> Hugh R. Walker
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<b>MEETING TYPE:</b> <input type="checkbox"/> BCD <input type="checkbox"/> SPECIAL <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> WORKSHOP	<b>CLASSIFICATION:</b> <input type="checkbox"/> PUBLIC HEARING <input type="checkbox"/> CONSENT <input checked="" type="checkbox"/> STATUTORY <input type="checkbox"/> REGULAR	<b>ORDINANCE:</b> <input type="checkbox"/> 1ST READING <input type="checkbox"/> 2ND READING
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**AGENDA ITEM DESCRIPTION:** Consider approving an amendment to the professional services contract for the "Water Supply Design and Construction Management" project with Malcolm Pirnie, reducing the contract by \$256,680.05. This action also will close the contract with Malcolm Pirnie.

**SUMMARY STATEMENT:** This contract was originally approved on March 13, 2001. Since that time and through about October 2002, the scope of the project has experienced several changes without formally amending the contract. This amendment is being submitted to correct those mistakes and to close the contract.

It appears the Contract Engineer, with Malcolm Pirnie, was directed to perform tasks that were not in the original scope. These changes may have been made with the knowledge that it would alter the value of the contract, but regardless, the changes did not follow typical amendment procedures.

To compound this error, the Contract Engineer did not formally request an amendment. This amendment agreement outlines the scope adjustments that are needed to correct the contract and includes a reduction of scope to stay under the original contract amount with no further work by the Contract Engineer - Malcolm Pirnie.

As a result of this excursion from normal procedures on both the City's and the Contract Engineer's part, the City will exercise its right to cancel (i.e., close) this contract with the approval of this amendment. City staff will seek professional services by other means to complete the original scope as it was intended. Additionally, the process has been revised so that better controls are in place for future contracts.

**STAFF ANALYSIS (For Ordinances or Regular Agenda Items):**

**A. PROS:**

**B. CONS:**

**STAFF'S RECOMMENDATION:** Staff respectfully request City Council approve this amendment and close the contract with Malcolm Pirnie thereby reducing the contract amount by \$256,680.05 and correcting the scope of work.

**ALTERNATIVES (In Suggested Order of Staff Preference):** 1) Deny Approval

**ATTACHMENTS:** Copy of the Amendment Agreement with Malcolm Pirnie

**FUNDING SOURCE (Where Applicable):** CIP Budget: 562-4430-800-4303, Project D60113, "Water Supply Design and Construction Management"

**APPROVALS:**

**APPROVED FOR FUNDING: CHIEF FINANCIAL OFFICER**

**APPROVED FOR SUBMITTAL: CITY ATTORNEY** Michael J. Cosentino 11-26-03

**APPROVED FOR SUBMITTAL: CITY MANAGER** Mary Kaye Moore 11/26/03

**AMENDMENT No. 1**  
**CONTRACT FOR ENGINEERING SERVICES**  
**Water Supply System Design and Construction Management Project**

**Amendment to Scope of Services:**

The original scope of services (the “deliverables”) and the costs associated with those services that were set forth in the original contract dated March 13, 2001 are in need of revision based on the following items of work as described in Attachment A of the contract:

**Section I. SCOPE OF SERVICES**

Page 2.

Delete the words in the second line:

“....and expand its total capacity from 22 million gallons per day (MGD) to 30 MGD. The capacity increase will be achieved by the addition of.”

Replace with the words:

“....from 22 MGD to 55 MGD. The expansion will be achieved by the addition of.”

Delete the following items:

First bullet - “new groundwater wells and collection lines,”

Second bullet – “cooling tower,”

Third bullet – “high service pump station, and”

Page 3.

Change the following titles:

**“High Services Pump Station”**

Change title to: **“Pre-Design Services for High Service Pump Station”**

**“Storage Tank”**

Change title to: **“Pre-Design Services for Storage Tanks”**

**“Groundwater Wells”**

Change title to: **“Pre-Design Services for Groundwater Wells”**

**“Cooling Tower and Pump Station Expansion”**

Change title to: **“Pre-design Services for Cooling Tower and Pump Station Expansion”**

**“Well Collection and Transmission Pipelines”**

Change title to: **“Design, bidding, and Construction Phase Services for Well Collection and Transmission Pipelines”**

Page 3.

Under the heading **“Well Collection and Transmission Line”** delete the following two items:

- Approximately 18,800 feet of 54-inch transmission main to parallel the existing 27-inch mains.
- Slip-line the existing well collection line from the high service pump station to Well No.14. Connect Wells Nos 10,11, 12, 13, and 14 to the refurbished line.

Under the heading **“Well Collection and Transmission Line”** change the following words:

- “Approximately 14,113 feet of 42-inch line .....”

Change the words to:

- “Approximately 14,113 feet of 48-inch line.....”

Page 3.

Add the following four sections to the scope of services:

**Design and Construction of Chlorine Facilities**

- Provide design services for chlorination building, cylinder storage, and feed facilities at the low service pump station site.
- Provide minor construction phase services as are required.
- Provide surveying services for the pump station, which includes the chlorine facility site.

**Water Alliance/Planning Services**

- Attend meetings and develop alliance memorandums to assist the City of Bryan and the City of College Station in jointly developing water projects in an effort to make such projects more effective for both parties.

**Phase 2 Planning**

- Estimate construction cost and time schedule for Phase 2 water supply projects as requested the city in development of bond issue requirements for the next improvement phase.

**Council Workshop Presentation**

- Prepare a presentation of the current and projected water supply projects and review the draft presentation with the city.
- Prepare a final presentation and present to the city council in a workshop setting.

**Section II. BID PACKAGES**

Page 4. Change, delete and add the following items:

Change the wording in the following item:

- Contract 2 – change “42-inch transmission main” to “48-inch transmission main”

Delete the following three items:

- Contract 3 – 54-inch transmission main paralleling the existing 27-inch mains to the existing high service pump station.
- Contract 4 – Slip line existing 30-inch well collection pipeline from the existing low service pump station to Well No. 14 with HDPE piping.
- Contract 5 – Two new wells and the associated collection pipelines.

Add the following item:

- Contract 3 – Design of chlorination facilities for the low service pump station.

**Section III. DETAILED DESIGN DESCRIPTIONS**

Page 4.

Change the sentence, “ It is anticipated that the PROJECT will consist of three construction contracts” to the following wording: “The PROJECT will consists of three construction contracts, one for the 30-inch well collection line, one for the 48-inch transmission main and one for a new chlorination and feed facilities to service the low service pump station”.

***A. PRELIMINARY DESIGN PHASE***

Page 6.

Under the heading “Cooling Tower and Transfer Pump”, change the heading to “Cooling Tower”.

Page 6.

Under the heading **“Collection and Transmission Lines”**, delete all 7 bullets under that heading and the heading itself.

Page 7.

Add the following words **“and Storage Tank(s)”** to the heading: **“High Service Pump Station”**. Combine the four bullets under the heading **“Storage Tank”** with the bullets under the **“High Service Pump Station Heading”** (i.e. the Pump Station and Storage Tank pre-design will be combined in one memorandum).

Page 7.

Add the following heading **“Disinfection System”** and add the following bullets beneath it.

- 11 x 17 schematic drawings of the site layout and pump station arrangements.
- Basic description of the disinfection system operating philosophy.
- Preliminary opinion of probable construction cost for the disinfection system including and allowance of 20 percent for contingencies.

Page 8 - Task 5.

Change the first sentence from:

“A geotechnical investigation will be conducted of the pump station, storage tank, pipeline alignments, and the cooling tower location through a subcontract.”

To the following:

“Geotechnical investigations will be performed for the 30-inch and 48-inch pipeline alignments through a subcontract.”

Page 11 - Task 8.

Change the first sentence from:

“The ENGINEER will retain a subcontractor to prepare land acquisition agent documents.”

To the following:

“The ENGINEER will retain a subcontractor to prepare land acquisition documents for the 30-inch and 48-inch pipeline construction and permanent easements.”

***D. CONSTRUCTION PHASE***

Change the title **“CONSTRUCTION PHASE”** to **“CONSTRUCTION PHASE SERVICES FOR THE 30-INCH PIPELINE ONLY.”**

**Page 21 – Task 10**

Change the paragraph to read the following:

The ENGINEER shall receive one set of full size (24x34 inch) “red-line” record drawings for the construction contract from the contractor showing the changes made during construction, including changes to electrical diagrams, schematics, and other design drawings.

**Page 22 – Task 12**

Delete paragraphs 12-2 and 12-3.

**Page 23 – Task 13**

Delete paragraphs 13-4 and 13-5.

Delete paragraph 16-6.

***E. START-UP ASSISTANCE***

Delete this section in its entirety.

***F. OPERATIONS ASSISTANCE***

Delete this section in its entirety.

One Mylar set of the design drawings for “Contract 2 – 48 inch Transmission Line Improvements” will be supplied by the Engineer. The drawings will contain the Engineer’s professional stamp and shall require separate stamped drawings if any changes or addendums are needed in the future. The use of any additional drawings or addendums to the plans is used at the sole risk of the Owner without any liability or legal exposure to the Engineer.

The parties agree that the scope of services in the amount of \$1,443,352.00 should be amended to include the attached revised scope of services. The parties agree that the amendment amount is fair and reasonable compensation for the work to be performed by the consultant. This amendment also closed (i.e., cancels) the contract with Malcolm Pirnie.

<b>Amount of Amendment No. 1:</b>	\$ -256,680.05
<b>Original Contract Amount:</b>	\$1,443,352.00

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<b>New Contract Total:</b>	<b>\$1,186,671.95</b>
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**CITY OF BRYAN, TEXAS**

**Approved as to Form:**

**Approved:**

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Michael Cosentino, City Attorney

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Jay Don Watson, Mayor

**Prepared and Recommended:**

**ATTEST:**

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Glenn Jones  
Plant Operations Manager

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Mary L. Stratta, City Secretary

**Approved for Processing:**

Date:\_\_\_\_\_

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Hugh R. Walker  
Deputy City Manager

\_\_\_\_\_  
Linda Huff  
City Engineer

Party of the Second Part  
**ENGINEER:**

By:  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF TRAVIS

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2003, by Robert J. Warren in his capacity as Vice President of Malcolm Pirnie, Inc. on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas